

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- x		MH8329
DAVIANNA FINCHER,	:	
	:	Civil Action No.
Plaintiff,	:	08 CV 6934 (JFK)
	:	
- against -	:	
	:	
THE GROUP ROYAL AIR MAROC, ROYAL	:	ANSWER TO VERIFIED
AIR MAROC, LTD. & MOROCCAN	:	COMPLAINT
INTERNATIONAL AIRLINES,	:	
	:	
Defendants.	:	
	:	
----- x		

Defendants THE GROUP ROYAL AIR MAROC, ROYAL AIR MAROC, LTD. & MOROCCAN INTERNATIONAL AIRLINES (hereinafter collectively referred to as "RAM"), by and through their attorneys Condon & Forsyth LLP, as and for its Answer to the Verified Complaint:

1. Denies the allegations in paragraphs 1, 2, 9, 12, 13, 14, 16, 17 and 18 of the Verified Complaint.

2. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraphs 3, 4, 6, 7, 8, 10, 11 and 15 of the Verified Complaint.

3. Admits the allegations in paragraph 5 of the Verified Complaint.

**AS AND FOR A FIRST SEPARATE AND
COMPLETE AFFIRMATIVE DEFENSE**

4. The Verified Complaint fails to state a claim upon which relief can be granted.

**AS AND FOR A SECOND SEPARATE
AND COMPLETE AFFIRMATIVE DEFENSE**

5. The transportation out of which the subject matter of this action arose was "international transportation" within the meaning of the Convention for the Unification of Certain Rules for International Carriage by Air, opened for signature on 29 May 1999 *reprinted in* S. Treaty Doc. 106-45, 1999 WL 33292834 (entered into force November 4, 2003) (hereinafter "Montreal Convention") and the rights of the parties are subject to, limited by or barred pursuant to the provisions of the Montreal Convention.

6. The liability of defendant RAM, if any, is limited in accordance with Articles 17 and 22 of the Montreal Convention to the sum of 1,000 SDRs.

**AS AND FOR A THIRD SEPARATE
AND COMPLETE AFFIRMATIVE DEFENSE**

7. Defendant RAM, by and through its agents, attempted to redeliver plaintiff's baggage to her but plaintiff unreasonably refused to accept delivery, thus causing the damages compliance of.

**AS AND FOR A FOURTH SEPARATE
AND COMPLETE AFFIRMATIVE DEFENSE**

8. Defendant RAM's liability is excluded or limited by the terms and conditions of RAM's tariffs on file with the United States Department of Transportation and by RAM's conditions of carriage and conditions of contract.

**AS AND FOR A FIFTH SEPARATE
AND COMPLETE AFFIRMATIVE DEFENSE**

9. Punitive damages and mental anguish are not recoverable in a case governed by the Montreal Convention.

WHEREFORE, defendant RAM demands judgment dismissing the Verified Complaint in its entirety or, if such relief not be granted, that is liability be limited to the sum of 1,000 SDRs as prayed herein, together with the costs and disbursements of this action and such other and further relief which this Court deems just and proper.

Dated: New York, New York
August 4, 2008

CONDON & FORSYTH LLP

By 
Michael J. Holland (MH 8329)
A Partner of the Firm
Attorneys for Defendants
THE GROUP ROYAL AIR MAROC,
ROYAL AIR MAROC, LTD. &
MOROCCAN INTERNATIONAL AIRLINES
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TO: Ifey Ugokwe, Esq.
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AFFIDAVIT OF SERVICE BY MAIL

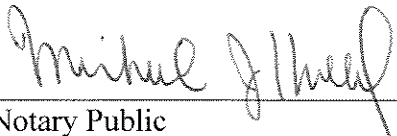
STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

Mary Ann Rooney, being duly sworn, deposes and says that deponent is not a party to the action, is over 18 years of age and resides in Queens, New York. That on the 4th day of August, 2008 deponent served the within Answer to Verified Complaint upon:

Ifey Ugokwe, Esq.
Aria, Ugo LLP
35 Crown Street, Suite 6E
Brooklyn, New York 11225

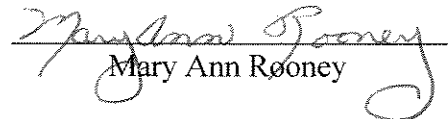
At the addresses designated by said individual for that purpose by depositing same enclosed in a postpaid properly addressed wrapper, in an official depository under the exclusive care and custody of the United States Post Office Department within the State of New York.

Sworn to before me this
4th day of August, 2008



Notary Public

MICHAEL J HOLLAND
Notary Public, State of New York
No. 41-4501283
Qualified in Nassau County
Commission Expires August 31, 2009



Mary Ann Rooney